

MEMORANDUM OF UNDERSTANDING

among

CUYAHOGA COUNTY, OHIO

and

THE CITY OF CLEVELAND

and

THE CLEVELAND FOUNDATION

THIS Memorandum of Understanding (the "MOU") is made and entered into on this 11th day of APRIL, 2019 ("Commencement Date"), among Cuyahoga County, Ohio a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the "County") and The City of Cleveland, a municipal corporation of the State of Ohio, acting and through its Director of Public Utilities or his authorized representative, Cleveland Public Power ("CPP"), and the Cleveland Foundation ("CF"), an entity organized in accordance with Internal Revenue Code § 501(c)(3).

WHEREAS, the County, CPP, and CF (the "Parties") have a mutual interest in selecting a developer to establish a microgrid in the downtown area of the City of Cleveland; and

WHEREAS, the Parties wish to memorialize their understanding in this MOU of the process by which the County will issue Requests for Qualifications and Proposals ("RFQ/P") and the subsequent scoring of bids received in response to said RFQ/P for the purpose of selecting a developer; and

WHEREAS, CF has agreed to provide the County with a grant in the amount of Two Hundred Thousand Dollars and zero cents (\$200,000.00) ("Grant") contingent on CF and the County entering into a separate Grant Agreement for the purposes of hiring Middough Inc. to provide the necessary services and resources for developing and executing the RFQ/P and enable the Parties to evaluate responses thereto.

Article 1. SCOPE AND TERM

1.1 Scope of Understanding. This MOU shall cover the Parties' general understanding of their respective roles during RFQ/P process.

1.2 Term. The term of this MOU shall begin on the Commencement Date and, unless earlier terminated at the option of any Party, end once a developer is selected at the conclusion of the RFQ/P process.

Article 2. ROLES OF THE PARTIES

2.1 The Grant. Contingent on the County and CF entering into the Grant Agreement, the County will contract with Middough Inc. to produce and manage the RFQ/P process, which will enable the Parties to evaluate responses thereto.

2.2 Selection of Bidders. Once the contract between the County and Middough Inc. is in place, each Party may select a designee to be a part of the RFQ/P Committee ("Committee"). Prior to releasing the RFQ/P, the Committee will meet regularly to facilitate the drafting process by discussing the contents of the RFQ/P and any other matters Middough Inc. may bring to the Committee's attention. Each Party will have two individuals score the bids that come in as a result of the RFP. All scores will be based on a common scoring rubric as will be defined in the RFP. All scores will have equal weight.

Article 3. WITHDRAWAL

3.1 The Parties acknowledge that any Party may withdraw its participation from the activities described herein at any time and for any reason.

Article 4. MISCELLANEOUS

4.1 Correspondence. Whenever a Party wishes to communicate with another about a matter related to this MOU, such correspondence may be addressed as follows:

In the case of the County:

Cuyahoga County Department of Sustainability
2079 East 9th Street
Cleveland, Ohio 44115

In the case of CPP:

Cleveland Public Power
1300 Lakeside Avenue
Cleveland, Ohio 44114
ATTN: Commissioner

In the case of CF:

The Cleveland Foundation
1422 Euclid Avenue, #1300
Cleveland, Ohio 44115

Any party may from time to time change its designated recipient or address by giving the other parties written notice of the new designated recipient or address and the date upon which it will become effective.

IN WITNESS WHEREOF, the County, CF, and CPP have executed this MOU on the Commencement Date.

CUYAHOGA COUNTY, OHIO

BY: 

Mike Foley, Director of Sustainability
Department of Sustainability
Cuyahoga County

And

THE CITY OF CLEVELAND

BY: 

Robert L. Davis
Director, Department of Public Utilities

And

THE CLEVELAND FOUNDATION

BY: 

Name: Ronald B. Richard

Title: President and CEO

The legal form and correctness
Of this MOU is hereby approved:
Law Department
County of Cuyahoga, Ohio
Director of Law

By: Jonathan McGory
Assistant Director of Law

Electronic Signature: